

**AN AMENDED RESOLUTION
BY CITY UTILITIES COMMITTEE**

03-R-0820

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A DATA SHARING AGREEMENT WITH DELON HAMPTON & ASSOCIATES/W.L. JORDEN AND COMPANY INC., A JOINT VENTURE TO PROVIDE DIGITAL INFORMATION NEEDED FOR ARCHITECTURAL AND ENGINEERING (A&E) SERVICES AUTHORIZED UNDER CONTRACT FC-6710-96C. THE INFORMATION PROVIDED BY THE CITY WILL BE USED FOR THE DESIGN OF SIDEWALK PROJECTS. THE DEPARTMENT OF PUBLIC WORKS WILL PROVIDE THE INFORMATION TO DELON HAMPTON & ASSOCIATES/W.L. JORDEN AND COMPANY INC., A JOINT VENTURE AT NO COST TO THE CITY AND AT NO COST TO DELON HAMPTON & ASSOCIATES/W.L. JORDEN AND COMPANY, INC., A JOINT VENTURE; AND FOR OTHER PURPOSES.

WHEREAS, Delon Hampton & Associates/W.L. Jorden and Company, Inc., a Joint Venture has requested a copy of the City's digital, planimetric BASEMAP with storm sewer, edge of pavement and parcel information for use in developing contract documents for work orders authorized under City contract FC-6710-96C; and

WHEREAS, the Commissioner of the Department of Public Works has recommended that a data sharing agreement be executed between Delon Hampton & Associates/W.L. Jorden and Company, Inc., a Joint Venture and the City of Atlanta, to provide the necessary GIS information for the design of sidewalk projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor be and is hereby authorized to execute appropriate data sharing agreements with Delon Hampton & Associates/W.L. Jorden and Company, Inc., a Joint Venture under the terms and conditions specified in the attached data sharing agreement.

SECTION 2: The terms of the agreement shall continue for an initial period of one (1) year from the date of execution of this resolution and may be renewed, at the City's sole option, for five (5) additional one-year terms.

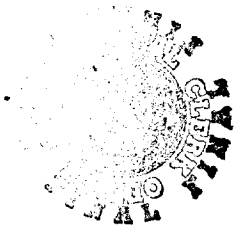
SECTION 3: All resolutions and parts of resolutions in conflict herewith are hereby repealed.

A true copy,

Rhonda Daughlin Johnson
Municipal Clerk, CMC

ADOPTED as amended by Council
APPROVED by the Mayor

June 2, 2003
June 8, 2003



STATE OF GEORGIA

COUNTY OF FULTON

DATA SHARING AGREEMENT FOR HDR ENGINEERING, INC

This AGREEMENT entered into this ____ day of _____, 2003 between **HDR ENGINEERING, INC**, hereinafter referred to as "**HDR, Inc**" and the **CITY OF ATLANTA, GEORGIA**, hereinafter referred to as the "**City**" as follows:

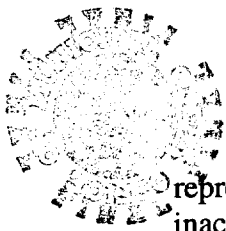
WITNESSETH:

WHEREAS, **HDR, Inc** has requested electronic copies of the City's digital orthophotographic imagery collected in late 2000, current parcel information, current storm drainage infrastructure information, current transportation infrastructure information, topographic information and other pertinent electronic data for usage in determining right-of-way limits and developing designs for sidewalk projects for the City's use as authorized under City contract FC- 6710-96C; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **HDR, Inc** and the City do hereby covenant and agree as follows:

1.

The City does not insure, warrant or represent the accuracy and/or reliability of the information/digital/database/mapping products and/or any spatial and temporal integrity of the data provided to **HDR, Inc**. **HDR, Inc** hereby accepts the information/digital database/mapping products in an "AS IS" format and expressly assumes all risks and liabilities, which may arise in any way from the information/digital database/mapping products furnished by the City to **HDR, Inc**. The City-Consulting Company shall indemnify and hold the City harmless from any damages or claims whatsoever that may result from inaccuracies, omissions and or errors which may exist in any portions of the BASEMAP or any other layers supplied to **HDR, Inc**. This Agreement in no way entitles **HDR, Inc** or any of its officers, agents, employees or



representatives to recover any damages whatsoever from the City for unreliable or inaccurate information and/or information regarding which spatial and temporal integrity is not verified.

2.

HDR, Inc hereby agrees that the copy of the requested areas of the City's digital BASEMAP and any other digital information provided is and shall at all times remain the property of the City and it will not be copied and transferred to any third party for any reason whatsoever without prior written approval of the City.

3.

The City shall provide **HDR, Inc** electronic copies of the City's digital BASEMAP with orthophotographic imagery collected in late 2000, current parcel information, current storm drainage infrastructure information, current transportation infrastructure information, topographic information, etc., as requested, at no charge, provided all terms, conditions and covenants stipulated in this agreement are strictly adhered to by **HDR, Inc**.

4.

HDR, Inc acknowledges and understands that the City's "BASEMAP," with orthophotographic imagery collected in late 2000, current parcel information, current storm drainage infrastructure information, current transportation infrastructure information, topographic information, etc., requested by **HDR, Inc** shall cover all of the area located within City boundaries.

5.

HDR, Inc shall provide the City with a digital copy of any update or improvement made to the BASEMAP by **HDR, Inc** within thirty (30) days of completion of such update or improvement. Said digital copy will be transferred to the City on magnetic media or CD ROM that is mutually compatible to both the City's computer system and **HDR, Inc's** computer system in DXF, DGN, Arc/Info or ArcGIS, Intergraph MGE, or AUTOCAD format as mutually agreed to by both parties at the time of the transfer.

6.

The provision of electronically formulated CAD Map Data or any other information/digital databases and/or mapping products to **HDR, Inc** is authorized by the City only for the limited purpose of assistance to **HDR, Inc** in connection with its performance of design and construction of (activities described) under City Contract FC-6710-96C in, and any use of such data for other purposes is expressly prohibited, including without limitation, its sale or transfer to non-profit or for-profit entities.



7.

The term of this Agreement shall be for a period of one year from the above written date. The City at its convenience may terminate this Agreement at any time upon thirty (30) days written notice to **HDR, Inc** specifying the effective date of termination of the Agreement. Additionally, the City for cause upon seven (7) days written notice may also terminate this Agreement if **HDR, Inc** fails to comply with any term or provision of this Agreement or fails to fulfill any of its obligations under this Agreement. Upon the termination or expiration of this Agreement, the City may take possession of any data designs, licenses, equipment, materials, plans, tools, and property of any kind furnished by the City in connection with this Agreement.

8.

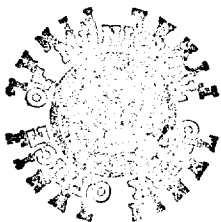
HDR, Inc acknowledges and represents that the database as well as each publication of data provided to the Consultant by the City, will contain the following notice and disclaimer: "The information and data contained herein have been compiled from government and non-government technical reports and from material supplied by various sources and are intended to be used for reference purposes only. Neither the City of Atlanta ("City") nor **HDR, Inc** insure, warrant or represent its accuracy. In addition, this information and data provided without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular use, nor is it warranted that the information and data will meet the user's requirements. The user is further cautioned that the information and data being made available should not be used in lieu of other contractually cited references, specifications and/or standards. Publication of the information and data is not an expression of the opinion of the **City or HDR, Inc** as to the quality or durability of any product mentioned. In no event will the **City or HDR, Inc** be liable for any damages including, but not limited to, lost profits, lost savings or other incidental, special, or consequential damages arising from the use or inability to use the information and data being made available. Any use for advertising, promotional or any other commercial purposes of this information in conjunction with the name of the **City or HDR, Inc** is expressly prohibited.

9.

This Agreement shall not be assigned by either party.

10.

The provisions of sections 1, 6 and 8 of this Agreement shall survive the termination or expiration of this Agreement.



11.

For the purposes of this Agreement, **HDR, Inc** is not an agent of the City, and **HDR, Inc** has no express or implied authority to act on behalf of or make any representations whatsoever on behalf of the City.

12.

Any notice or communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or three (3) days after mailing by U.S. registered mail or U.S. certified mail, return receipt requested, or hand delivered, to each party at its address as follows:

To the City:

Mr. Femi Fayemi
Department of Public Works
Infrastructure Planning Group
675 Ponce de Leon Ave, NE, Suite 4300
Atlanta, GA 30308

To HDR, Inc. (State complete person and complete address)

Mr. Do
Operations Manager
1908 Cliff Valley Way, Suite 200
Atlanta, Georgia 30329

13.

Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

14.

The parties to this Agreement hereby consent and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.



15.

The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

16.

In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not in any way be affected or impaired thereby.

17.

The provisions of this Agreement shall (a) constitute the entire agreement between the City and **HDR, Inc** with respect to the subject matter hereof and supersede any negotiation, proposal or agreement, written or oral, prior to the date of execution of the Agreement, there being no agreements or understandings other than those written and specified herein, and (b) unless otherwise specifically recognized in this Agreement, shall be modified or amended except by written agreement duly entered into and executed by the parties with the same formality as this Agreement.



THEREFORE, IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials on the date and year first above written.

FOR HDR, INC.
COMPANY:

BY:

Douglas R. Hooker
Authorized Agent, HDR, Inc.
or Joint Venture

ATTEST:

Louise P. [Signature]
Corporate Secretary (SEAL)

FOR THE CITY OF ATLANTA

APPROVED:

ATTEST:

Director, Purchasing and Real Estate

Municipal Clerk

RECOMMENDED:

APPROVED AS TO FORM:

Commissioner, Dept. of Public Works

Assistant City Attorney

NOTE

Please contact Jerolyn Ferrari of the City of Atlanta Law Department for questions about the completion of this document. She may be contacted at 404-330-6400 extension 6480.

RCS# 4761
6/02/03
2:42 PM

Atlanta City Council

Regular Session

CONSENT I

Pgs.1-11 Except:03-O-0767; 03-O-0706

ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 1
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	E Fauver	Y Martin	NV Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

CONSENT I

06/02/03 Council Meeting**ITEMS ADOPTED ON CONSENT
AGENDA**

1. 03-O-0705
2. 03-O-0837
3. 03-O-0717
4. 03-O-0104
5. 03-O-0663
6. 03-O-0711
7. 03-O-0835
8. 03-O-0836
9. 03-O-0840
10. 03-O-0721
11. 03-O-0786
12. 03-O-0587
13. 03-O-0781
14. 02-R-1351
15. 03-R-0822
16. 03-R-0823
17. 03-R-0825
18. 03-R-0828
19. 03-R-0829
20. 03-R-0832
21. 03-R-0833
22. 03-R-0820
23. 03-R-0821
24. 03-R-0845
25. 03-R-0846
26. 03-R-0789
27. 03-R-0790
28. 03-R-0791
29. 03-R-0792
30. 03-R-0793
31. 03-R-0794

**ITEMS ADVERSE
ON CONSENT
AGENDA**

32. 02-R-1076
33. 02-R-1077
34. 02-R-1078
35. 02-R-1079
36. 02-R-1080
37. 02-R-1081
38. 02-R-1082
39. 02-R-1083
40. 02-R-1084
41. 02-R-1085
42. 02-R-1086
43. 02-R-1087
44. 02-R-1088
45. 02-R-1089
46. 02-R-1090
47. 02-R-1091
48. 02-R-1092
49. 02-R-1093
50. 02-R-1094
51. 02-R-1095
52. 02-R-1096
53. 02-R-1097
54. 02-R-1098
55. 02-R-1099

Consent I Vote: 13Yeas; 0Nays: (See RCS #4761)
Items Removed from the Consent Agenda: 03-O-0767; 03-O-0706

03-~~2~~-0820

(Do Not Write Above This Line)

A RESOLUTION BY:
CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR
OR HER DESIGNEE TO ENTER INTO A DATA
SHARING AGREEMENT HDR, INC., TO
PROVIDE DIGITAL INFORMATION NEEDED
FOR ARCHITECTURAL AND ENGINEERING
(A&E) SERVICES AUTHORIZED UNDER
CONTRACT FC-6710-98C. THE INFORMATION
PROVIDED BY THE CITY WILL BE USED FOR
THE DESIGN OF SIDEWALK PROJECTS. THE
DEPARTMENT OF PUBLIC WORKS WILL
PROVIDE THE INFORMATION TO HDR, INC.,
AT NO COST TO THE CITY AND AT NO COST
TO HDR, INC; AND FOR ~~ADVERTISING~~
ADVERTISING.

JUN 02 2003

**COUNCIL
AS AMENDED**

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☐ PERSONAL PAPER REFER

Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Members

Action

Fav, Adv, Hold (see rev. side)

Other

W. Dela...

Refer To

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Refer To

FINAL COUNCIL ACTION

- ☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

CERTIFIED
JUN 02 2003

ATLANTA CITY COUNCIL PRESIDENT

Arthur W. Norland

JUN 02 2003

CERTIFIED

Ruth Douglas Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

JUN 08 2003

Shirley Frank

MAYOR